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13

14 UNITED STATES DISTRICT COURT
15
16 NORTHERN DISTRICT OF CALIFORNIA

17 SANTEYA DANYELL WILLIAMS, et al.

18 Plaintiffs,
19

20 vs.

21 CITY OF ANTIOCH,

22 Defendant.
23

No. C 08-02301 SBA

ORDER ENTERING
STIPULATED PROTECTIVE ORDER

24 1. PURPOSES AND LIMITATIONS

25 Disclosure activity in this action is likely to involve production of confidential,
26 proprietary, or private information for which special protection from public disclosure
27 and from use for any purpose other than prosecuting this litigation would be warranted.
28

1 Accordingly, the parties hereby stipulate to and petition the court to enter the following
 2 Stipulated Protective Order. The parties acknowledge that this Order does not confer
 3 blanket protections on all disclosures and that the protection it affords extends only to the
 4 limited information or items that are entitled under the applicable legal principles to
 5 treatment as confidential. The parties further acknowledge, as set forth in Section 11,
 6 below (FILING PROTECTED MATERIAL), that this Stipulated Protective Order creates
 7 no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth
 8 the procedures that must be followed and reflects the standards that will be applied when
 9 a party seeks permission from the court to file material under seal.

10 2. DEFINITIONS

11 2.1 "Confidential" Information or Items: information (regardless of how generated,
 12 stored or maintained) or tangible things that qualify for protection under standards
 13 developed under F.R.Civ.P. 26(c).

14 2.2 Disclosure or Discovery Material: all items or information, regardless of the
 15 medium or manner generated, stored, or maintained (including, among other
 16 things, testimony, transcripts, or tangible things) that are produced or generated in
 17 disclosures or responses to discovery in this matter.

18 2.3 Producing Party: a Party or non-party that produces Disclosure or Discovery
 19 Material in this action.

20 2.4 Professional Vendors: persons or entities that provide litigation support services
 21 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
 22 organizing, storing, retrieving data in any form or medium; etc.) and their
 23 employees and subcontractors.

24 2.5 Protected Material: any Disclosure or Discovery Material that is designated as
 25 "Confidential."

26 2.6 Receiving Party: a Party that receives Disclosure or Discovery Material from a
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1 Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only Protected
4 Material (as defined above), but also any information copied or extracted therefrom, as
5 well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
6 conversations, or presentations by parties or counsel to or in court or in other settings that
7 reveal Protected Material.

8 4. DURATION

9 Even after the termination of this litigation, the confidentiality obligations
10 imposed by this Order shall remain in effect until the Producing Party agrees otherwise in
11 writing or a court order otherwise directs.

12 5. DISCLOSURE ARRANGEMENT

13 5.1 Producing Party produced records to the following categories on November 26,
14 2008:

- 15
- 16 (a) Records that reflect the racial or ethnic characteristics of the Section 8
17 tenants or households residing in Antioch about whom the Antioch Police
18 Department or Antioch NIS submitted or transmitted a request for
19 information, police report, or referral to HACCC. (Request No. 6 on the
20 Subpoena).
- 21 (b) Records of any meeting between HACCC and the City of Antioch,
22 including the Antioch Police Department and the Antioch NIS, including
23 minutes, agendas, reports, and hearings. (Request No. 7 on the Subpoena).
- 24 (c) Records (including Power Point presentations or minutes) of any public
25 meeting or presentations (including those to HACCC Commissioners, to the
26 Antioch City Council or other body, or at any community forums) where
27 Antioch Section 8 demographics, including alleged criminal conduct or
28

- 1 racial characteristics, were discussed. (Request No. 8 on the Subpoena).
- 2 (d) Documents that relate to proposed memorandum of understanding
- 3 ("MOU") or guidelines between HACCC and the Antioch Police
- 4 Department or the Antioch NIS. (Request No. 11 on the Subpoena).
- 5 (e) Statistical summaries regarding the characteristics of recipients of Section 8
- 6 vouchers in Antioch, including racial or ethnic characteristics, termination,
- 7 police contact, and geographic distribution. (Request No. 12 on the
- 8 Subpoena).
- 9 (f) Policy and procedures regarding termination of Section 8 status and/or
- 10 relationships with police departments. (Request No. 13 on the Subpoena).
- 11 (g) Records regarding the following plaintiffs and disclosed class members in
- 12 this action: Santeya Williams, Mary Scott, Karen Coleman, Pricilla Bunton,
- 13 Alyce Payne, Kirbie Bell, Tonyia Carter, Lola Thomas, Tenica Holmes,
- 14 Darnella Singleton, and Saieda Evans. (Request No. 22 on the Subpoena).
- 15 (h) Communications with any other agency or individual about this lawsuit or
- 16 the Public Advocates Report "Policing Low-Income African-American
- 17 Families in Antioch" (December 18, 2007) (Request No. 23 on the
- 18 Subpoena).
- 19 (i) Responses to any Public Records Act requests regarding the Antioch
- 20 Section 8 voucher program. (Request No. 24 on the Subpoena).
- 21 (j) Documents that indicate what data regarding Antioch Section 8 participants
- 22 is maintained in electronic form, whether in active or archived state.
- 23 (Request No. 25 on the Subpoena).
- 24

25 5.2 Producing Party will produce the following Protected Materials pursuant to this

26 Protective Order:

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- 1 (a) Communications between the Housing Authority of the County of Contra
2 Costa and the City of Antioch (including its police department) or any other
3 group or persons reflecting attempts by any of them to obtain the identity
4 and/or addresses of persons or families participating in the Section 8
5 Housing Choice Voucher Program. (Request No. 1 on the Subpoena).
6
7 (b) Requests for information regarding Section 8 tenants, households, or
8 properties in Antioch submitted or transmitted to HACCC from the Antioch
9 Police Department or the Antioch NIS, HACCC's responses to such
10 requests, and all records that reflect or refer to any such requests or
11 responses. (Request No. 3 on the Subpoena).
12
13 (c) Records that reflect any referral submitted or transmitted by the Antioch
14 Police Department or the Antioch NIS to HACCC, pertaining to any tenant,
15 household, or property participating in the Section 8 voucher program.
16 (Request No. 4 on the Subpoena).
17
18 (d) Police reports submitted or transmitted to HACCC by the Antioch Police
19 Department pertaining to any tenant, household, or property participating in
20 the Section 8 Program, and all records that reflect or refer to any such
21 reports. (Request No. 5 on the Subpoena).
22
23 (e) Communications to or from any community groups including United
24 Citizens for Better Neighborhoods, Neighborhood Watch, the Chamber of
25 Commerce or any member of such groups regarding the Antioch Section 8
26 program or any of its beneficiaries. (Request No. 9 on the Subpoena).
27
28 (f) Communications to or from landlords regarding Antioch police conduct
relating to Section 8 households residing in Antioch. (Request No. 10 on
the Subpoena).

1 5.3 Producing Party will produce the following Protected Materials pursuant to this
2 Protective Order, only if they pertain to materials submitted, transmitted or requested
3 by the City of Antioch or the Antioch Police Department, and excluding all records,
4 other than those for plaintiffs and class members whose release has been or will be
5 provided, that reflect any testimony given by an Antioch police officer or employee of
6 Antioch NIS at any termination or other administrative hearing regarding an Antioch
7 Section 8 voucher holder:

- 8 (a) Correspondence or other communications between HACCC and the
9 Antioch Police Department or Antioch Neighborhood Improvement
10 Services ("NIS"), and all records that reflect or refer to any such
11 correspondence or communications. (Request No. 2 on the Subpoena).
12 (b) Records of appearance by an Antioch police officer or employee of Antioch
13 NIS at any termination hearing regarding an Antioch Section 8 voucher
14 holder. (Request No. 14 on the Subpoena).
15 (c) Communications with the Antioch Police Department or Antioch NIS
16 regarding any Section 8 termination hearing or proceeding. (Request No.
17 16 on the Subpoena).
18 (d) Notices of termination of Section 8 assistance issued with respect to any
19 Section 8 tenant residing in Antioch, and all records that reflect or refer to
20 any such notices. (Request No. 17 on the Subpoena).
21 (e) All decisions by HACCC on the issue of whether to terminate the Section 8
22 voucher of any Section 8 tenant residing in Antioch, and all records that
23 reflect or refer to any such decision. (Request No. 18 on the Subpoena).
24 (f) Records that reflect the racial or ethnic characteristics of Section 8 tenants
25 residing in Antioch whose vouchers were terminated based, in whole or in
26 part, on a police report or referral submitted or transmitted to HACCC by,
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1 or testimony given by, the Antioch Police Department or Antioch NIS in
2 2004, 2005, 2006, 2007, and 2008 to date. (Request No. 19 on the
3 Subpoena).

4 (g) Records that reflect the annual number of Section 8 tenants residing in
5 Antioch whose Section 8 vouchers were terminated in 2004, 2005, 2006,
6 2007, and 2008 to date. (Request No. 20 on the Subpoena).

7 (h) Records that reflect the racial or ethnic characteristics of Section 8 tenants
8 residing in Antioch whose Section 8 vouchers were terminated in 2004,
9 2005, 2006, 2007, and 2008 to date. (Request No. 21 on the Subpoena).

10 (i) The names, addresses and race of all persons who have held Section 8
11 vouchers in Antioch at any time since January 1, 2004. (Request No. 26
12 on the Subpoena).

13 (j) Electronic files containing the name, address, race, and Section 8 voucher
14 history (including termination) of any person who received a Section 8
15 voucher in Antioch at any time since January 1, 2004. (Request No. 27 on
16 the Subpoena).

17
18 5.4 Receiving Party reserves the right, after receiving the protected materials
19 specified in Sections 5.2 and 5.3 above, to seek the remaining items in the
20 Subpoena. If Receiving Party wants the additional information, Receiving Party
21 must notify Producing Party within 30 calendar days of receipt of the Protected
22 Materials. Receiving Party shall confer directly (in voice to voice dialogue;
23 other forms of communication are not sufficient) with counsel for the Producing
24 Party. If the Receiving Party and the Producing Party are unable to agree on a
25 production arrangement, Producing Party may move for a Motion for a
26 Protective Order.
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1 6. DESIGNATING PROTECTED MATERIAL

2 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 party or non-party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Producing Party must take care to
6 designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify - so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are
9 not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified, or that have been made for
12 an improper purpose (e.g. to unnecessarily encumber or retard the case
13 development process, or to impose unnecessary expenses and burdens on the
14 other parties), expose the Producing party to sanctions.

15 If it comes to a party or a non-party's attention that information or items
16 that it designated for protection do not qualify for protection at all, that party or
17 non-party must promptly notify all parties that it is withdrawing the mistaken
18 designation.

19 6.2 Manner and Timing of Designations. Except as otherwise provided in this Order,
20 or as otherwise stipulated or ordered, material that qualifies for protection under
21 this Order must be clearly so designated before the material is disclosed or
22 produced. Designation in conformity with this Order requires:

- 23 (a) for information in documentary form, the Producing Party will affix the
24 legend "CONFIDENTIAL" at the top of each page that contains Protected
25 Material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected
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1 portion(s) (e.g., by making appropriate markings in the margins).

- 2 (b) for information produced in some form other than documentary, and for any
 3 other tangible items, the Producing Party affix in a prominent place on the
 4 exterior of the container or containers in which the information or item is
 5 stored the legend "CONFIDENTIAL". If only portions of the information
 6 or item warrant protection, the Producing Party, to the extent practicable,
 7 shall identify the protected portions.

8
 9 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 10 designate qualified information or items as "Confidential" does not, standing
 11 alone, waive the Producing Party's right to secure protection under this Order for
 12 such material. If material is appropriately designated as "Confidential" after the
 13 material was initially produced, the Receiving Party, on timely notification of the
 14 designation, must make reasonable efforts to assure that the material is treated in
 15 accordance with the provisions of this Order.

16 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 7.1 Timing of Challenges. Unless a prompt challenge to a Producing Party's
 18 confidentiality designation is necessary to avoid foreseeable substantial
 19 unfairness, unnecessary economic burdens, or a later significant disruption or
 20 delay of litigation, a party does not waive its right to challenge a confidentiality
 21 designation by electing not to mount a challenge promptly after the original
 22 designation is disclosed.

23 7.2 Meet and Confer. If the Receiving Party elects to initiate a challenge to the
 24 Producing Party's confidentiality designation, it must do so in good faith and
 25 must begin the process by conferring directly (in voice to voice dialogue; other
 26 forms of communication are not sufficient) with counsel for the Producing Party.
 27 In conferring, the Receiving Party must explain the basis for its belief that the
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1 confidentiality designation was not proper and must give the Producing Party an
 2 opportunity to review the designated material, to reconsider the circumstances,
 3 and, if no change in designation is offered, to explain the basis for the chosen
 4 designation. The Receiving Party may proceed to the next stage of the challenge
 5 process only if it has engaged in this meet and confer process first.

6 7.3 Judicial Intervention. If the Receiving Party is not satisfied after considering the
 7 justification offered by the Producing Party, it may file and serve a motion under
 8 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
 9 that identifies the challenged material and sets forth in detail the basis for the
 10 challenge. Each such motion must be accompanied by a competent declaration
 11 that affirms that the movant has complied with the meet and confer requirements
 12 imposed in the preceding paragraph and that sets forth with specificity the
 13 justification for the confidentiality designation that was given by the Producing
 14 Party in the meet and confer dialogue.
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16 The burden of persuasion in any such challenge proceeding shall be on the
 17 Producing Party. Until the court rules on the challenge, all parties shall continue
 18 to afford the material in question the level of protection to which it is entitled
 19 under the Producing Party's designation.

20 8. ACCESS TO AND USE OF PROTECTED MATERIAL

21 8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
 22 or produced by another Party or by a non-party in connection with this case only
 23 for prosecuting, defending, or attempting to settle this litigation. Such Protected
 24 Material may be disclosed only to the categories of persons and under the
 25 conditions described in this Order. When the litigation has been terminated, a
 26 Receiving Party must comply with the provisions of section 12, below (FINAL
 27 DISPOSITION). Protected Material must be stored and maintained by a
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1 Receiving Party at a location and in a secure manner that ensures that access is
2 limited to the persons authorized under this Order.

3 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
4 ordered by the court or permitted in writing by the Producing Party, a Receiving
5 Party may disclose any information or item designated CONFIDENTIAL only
6 to:

- 7 (a) the Receiving Party's counsel of record in this action and support staff;
8 (b) consultants and experts of the Receiving Party to whom disclosure is
9 reasonably necessary for this litigation and who have signed the
10 "Agreement to Be Bound by Protective Order" (Exhibit A);
11 (c) the Court and its personnel;
12 (d) court reporters, their staffs, and professional vendors to whom disclosure is
13 reasonably necessary for this litigation and who have signed the
14 "Agreement to Be Bound by Protective Order" (Exhibit A);
15 (e) the author of the document or the source of the information, and the
16 individual that received the document
17 (f) individuals who are named or identified in the document, or whose family
18 member or housemate is named in the document;
19 (g) witnesses during their depositions to whom disclosure is reasonably
20 necessary for this litigation and who have signed the "Agreement to Be
21 Bound by Protective Order" (Exhibit A). Copies may be shown to
22 witnesses during their deposition but not given to them before or after their
23 deposition.
24

25 8.3. Disclosure of Summaries or Redacted Information Nothing in this Stipulation or
26 Order shall preclude Receiving Party from disclosing summaries of documents or
27 redacted documents provided confidential material is not disclosed.
28

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED.

2 If a Receiving Party is served with a subpoena or an order issued that would
 3 compel disclosure of any information or items designated in this action as
 4 "CONFIDENTIAL," the Receiving Party must immediately inform in writing the party
 5 who caused the subpoena or order to issue that some or all the material covered by the
 6 subpoena or order is subject to this Protective Order. Documents designated as
 7 "CONFIDENTIAL" may be disclosed to Defendant's counsel provided it agrees to be
 8 bound by this Protective Order. In no event shall any party or defense counsel disclose
 9 the names and addresses of Section 8 voucher holders in Antioch to the Antioch police
 10 department.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 13 Protected Material to any person or in any circumstance not authorized under this
 14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
 15 the Producing Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
 16 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
 17 disclosures were made of all the terms of this Order, and (d) request such person or
 18 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached
 19 hereto as Exhibit A.

20 11. FILING PROTECTED MATERIAL

21 Without written permission from the Producing Party or a court order secured after
 22 appropriate notice to all interested persons, the Receiving Party may not file in the public
 23 record in this action any Protected Material.

24 12. FINAL DISPOSITION

25 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty
 26 days after the final termination of this action, the Receiving Party must return all
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1 Protected Material to the Producing Party. As used in this subdivision, "all Protected
2 Material" includes all copies, abstracts, compilations, summaries or any other form that
3 includes any of the Protected Material. With permission in writing from the Producing
4 Party, the Receiving Party may destroy some or all of the Protected Material instead of
5 returning it. Whether the Protected Material is returned or destroyed, the Receiving Party
6 must submit a written certification to the Producing Party (and, if not the same person or
7 entity, to the Designating Party) by the sixty day deadline that identifies (by category,
8 where appropriate) all the Protected Material that was returned or destroyed and that
9 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
10 summaries or other forms of reproducing or capturing any of the Protected Material.

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12 13. MISCELLANEOUS

13 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
14 seek its modification by the Court in the future.

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1 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
2 Order no Party waives any right to object to disclosing or producing any
3 information or item on any ground. Similarly, no Party waives any right to
4 object on any ground to use in evidence of any of the material covered by this
5 Protective Order.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: 12/14/08

SILVANO B. MARCHESI, COUNTY COUNSEL

10 By: Keiko Kobayashi

11 KEIKO KOBAYASHI, Deputy County Counsel
12 Attorney for The Housing Authority of the County
13 of Contra Costa

14 DATED: 12/4/08

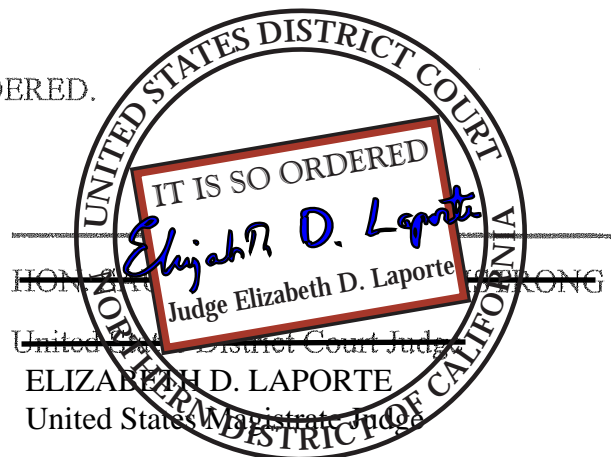
IMPACT FUND

16 By: Brad Seligman

17 BRAD SELIGMAN
18 Attorney for Plaintiffs SANTEYA DANYELL
19 WILLIAMS et. al.

21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23 DATED: December 10, 2008



STIPULATED PROTECTIVE ORDER – C 08 02301 SBA

EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued by
 the United States District Court for the Northern District of California on [date] in the
 case of _____ [insert formal name of the case and the number and initials assigned
 to it by the court]. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject to
 this Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order. I further agree to submit to the jurisdiction of the United
 States District Court for the Northern District of California for the purpose of enforcing
 the terms of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____